

ORIGINAL



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BEFORE THE ARIZONA CORPORATION COMMISSION

RECEIVED

Arizona Corporation Commission

DOCKETED

FEB 2 2011

COMMISSIONERS

KRISTEN K. MAYES- Chairman  
GARY PIERCE  
PAUL NEWMAN  
SANDRA D. KENNEDY  
BOB STUMP

2011 FEB -2 P 1:55

AZ CORP COMMISSION  
DOCKET CONTROL

DOCKETED BY

IN THE MATTER OF:

DOCKET NO. S-20714A-09-0553

THEODORE J HOGAN & ASSOCIATES, LLC  
a.k.a. TED HOGAN AND ASSOCIATES, an  
Arizona limited liability company,

THEODORE J. HOGAN a.k.a. TED KILLS IN  
THE FOG, a married man

And

CHRISTINA L. DAMITIO, a.k.a. CHRISTINA  
HOGAN, a married woman,

RESPONDENTS:

EXCEPTIONS TO AND  
FINDINGS OF FACTS

DATE OF PRE-HEARING CONFERENCE:

January 28, 2010

DATES OF HEARING:

June 15 and 21, 2010

PLACE OF HEARING:

Phoenix, Arizona

ADMINISTRATIVE LAW JUDGE:

Marc E. Stern

**BY THE COMMISSION:**

On December 8, 2009, the Securities Division ("Division") of the Arizona Corporation Commission ("Commission") filed a Notice of Opportunity for Hearing ("Notice") against Theodore J. Hogan & Associates, LLC a.k.a Ted Hogan and Associates ("THA"), and Theodore J. Hogan a.k.a. Ted Kills in the Fog and Christina L. Damitio a.k.a Christina Hogan (collectively "Respondents") in which the Division

alleged multiple violations of the Arizona Securities Act ("Act") in connection with the offer and sale of securities in the form of investment contracts

**BY THE COMMISSION:**

The Commission's allegations and recommendations do not apply by cause:

**EXCEPTION # 1: January 28, 2010**

The request for discovery was taken under advisement. We have searched the record to a holding of the advisement for discovery and none has appeared. Consequently, respondents were unable to defend themselves without the benefit of discovery on their opponents and all factual materials surrounding the false accusations.

**FINDINGS OF FACT:**

**EXCEPTION # 2:**

In paragraphs 10, 11, 14. The commission misapplied the term "investment" to define the monies secured by Mr. Hogan. The commission is being intellectually dishonest in misapplying this term since the entire record is very clear in reference to the monies collected by T.J.H. as loans. The investors are quite clear that they were aware that they were loaning monies to T.J.H for the development alternate mineral development. John C. Bradshaw and Melissa D. Deegan a self alleged investor both testified that the monies submitted to the T.H.A. were in fact long term loans with the probability of large disbursements for the use of these monies once the project was completed. Mr. Bradshaw was asked by the commission whether or not he was to receive any type of return on these monies. Mr. Bradshaw responded, "I did not receive anything that was directly supposed to be going back toward this investment." ( T.R. page 70. vol. 1, page 69 vol. 1) There is no documentation of Mr. Bradshaw ever loaning money for the project. Kathleen Perry was paid in full and has signed a disclaimer. The documentation has been previously submitted.

(Page 23 vol. 2 lines 3-8) Ms. Deegan pointed out all members of her family who had contributed to the development of energy materials curiously she did not name herself as an investor, nor is there any place in the record indicating that she contributed monetarily to the project. However, the persons she listed as contributors indicated that their contribution was in terms of a long term loan.

**FINDINGS OF FACT:**

**EXCEPTION # 3:**

(Paragraph 11, 12, 13, 14) Mr. Baran indicated that he had spoken with several investors which included as Mr. Baran testified as Mrs. Elaine Roulidis. There is nothing in the record that indicates that Mrs. Roulidis was an investor, nor had she ever provided funding for the project. Dr. Z. Chris Roulidis M.D. and Mr. William Roulidis per attached affidavit indicate that they were the lenders and not Elaine Roulidis (affidavits attached (exhibits 1-8 attached). The transcript of Mr. Baran's investigation consistently refers to investors and investments which is inconsistent with the entire record. All parties involved in funding the projects refer to these monies as long-term loans with the possibility of imbursement of interest in commission's agreements. (T.R. page 4, paragraph 17) Mr. Baran testified that certified public accountant Ms. Kathryn M. DePinto had prepared tax documents for respondent Damitio, this testimony is a falsehood as are numerous other statements of Mr. Baran's testimony. Quite simply, his veracity is in serious question and he is in danger of facing Perjury charges. Mr. Baran (T.R. page 5, line 22) indicated that approximately 2.3 million was invested with the respondents for the project, but that he was unsure as to the amount of money which may have been paid back to investors. Again, he does not use the term loan as indicated by the provider of these funds, nor are his figures accurate. Further, Mr. Baran is still calling Lenders giving them false information of having their money for them. That is fraud. It is apparent that Mr. Baran's estimates and work ethics made under color of law and color of office should be questioned. These are speculations and hearsay and inadmissible. Mr. Baran's attitude should shock the conscious of the Commissioners and any reasonable man.

FINDING OF FACT:

EXCEPTION # 4:

(Paragraph 34-47) See Ex 1 by Louise Kilcourse. Fact; Federal agents are who caused the projects to stop, directly or indirectly by using local and State agencies. In so doing, they have impeded and trespassed against Commerce. All money sent or given has been documented and accounted for. All transactions have been reported through Certified Public Accountants to the proper authorities. Again Mr. Waller, Department of Interior, OIG employee is enjoying his own twist on facts. Ted Hogan has never solicited a lot of the people mentioned for funds. Each one knew that the loan(s) may take awhile to materialize. Each one knew that nothing was sold. (VOL. I, page 56 line 23-25, page 57 line 1-6) As was testified by Mr. Joe Waller, "And so we have actually closed our investigation out with the exception of a standing request to the Bureau of Indian Affairs and the Bureau of Land Management, the Minerals Management Service, and the Office of the Special Trustee, all DOI agencies that have oversight responsibilities in regards to mineral development, that they notify my office should Mr. Hogan or his company initiate an undertaking for mineral development on the Crow Reservation." Clearly shows his intent to stop any project by Ted Hogan, stopping commerce, denying a return to the lenders, and using his office for his own personal vendetta against Ted Hogan and the Individual Crow Indians.

FINDING OF FACT:

EXCEPTION #5

(Paragraph 68, 69) Ms Deegan testified, "To receive our, the promise money back? The project would have had to have taken place." (VOL. II, page 125, line 15, 16)

FINDING OF FACT:

EXCEPTION #6

Paragraph

#### CONCLUSIONS OF LAW:

This is an investment in the form of an investment and an investment contract as said forth in paragraph 2 in the Conclusions of Law; it is not a security with (A.R.S Section 44-1802 paragraph 26). The investment in the form of an investment contract was never offered or sold by respondents as a security since persons engaging in this program always referred to the contributed money as long-term loans which were not offered or sold. Respondents have never sold securities and there is no documentation that any securities were ever sold. (See Ex 9) UNITED STATES OF AMERICA vs. THEODORE JON HOGAN, FALSE DOCUMENT OR WRITING, VERDICT: NOT GUILTY; January 12, 2007. In that court, it was ruled that funds to Theodore J. Hogan were in fact "loans". This court of record must be given full credit or this Commission is in direct and willful violation of existing law.

Respondents have not violated any statutes as set forth in A.R.S. Section 44-1801, et seq.

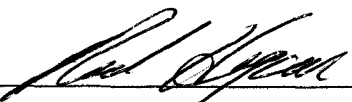
#### ORDER:

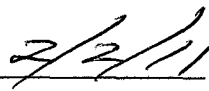
It is respectfully requested that the Commission allow the projects to take place so that the lenders can be paid as well as enhancing the economic stability of the Crow Indian Reservation for both the Individual Crow Indians and Non-Indians who reside on and near the Crow Indian Reservation. Impeding commerce by a public servant's personal vendetta or working for special interest groups is unacceptable.

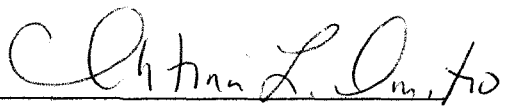
By the above, Commission findings are without merit, without evidence, contrary to existing law, and not entitled to enforcement.

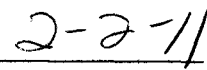
By the above, this matter is closed with prejudice.

Respectfully Submitted,

  
THEODORE J HOGAN

  
DATE

  
CHRISTINA L DAMITIO

  
DATE

Ex 1

STATEMENT OF FACT --- LOUISE P. KILCOURSE

.....January 25, 2010

I AM NOT AN "ANGRY PERSON"...I WILL WALK AWAY FROM A DISAGREEMENT OR ALTERCATION RATHER THAN ARGUE. I DO NOT YELL, SCREAM OR RANT & RAVE, BUT RIGHT NOW I AM CLOSE TO "ANGER" OVER THE SITUATION I FIND MYSELF IN.

... I am one "large expense" away from bankruptcy.

... Dental work is needed...has been for 2-1/2 yrs ...and may be the final blow.

... Loans taken to help Ted Hogan finalize negotiations for energy related contracts plus a monthly payment against an IRS lien have taken 100% of monthly social security.

... I drive a '94 vehicle with 150,000 miles - held together with prayer.  
Try to use only a tank of gas monthly. Check & refill oil & trans. Fluids myself.

....I have not purchased a new piece of clothing, undergarments or shoes in four years.

....Probably 75% of my food has come from either the Food Bank and/or the generosity of friends and neighbors for several years

... I live in a manufactured home desperate for repairs. The furnace is running, but should be replaced (inefficient) and the blower rattles and bangs with each cycle.

.... I have taken a job in the Mobile Home Office which provides rent, gas & water plus a small dollar remuneration. Without this compensation I would have been bankrupt in early 2009. After two months unpaid rent I would be notified to move my home or loose it. Subsequently I would be homeless.

..... My credit rating is "zilch" - in 2002 I was told it was "immaculate".

.... Have to sell something every three months to pay my health insurance premium of \$422.

..... Capital Gain on stock sold resulted in tax lien. It also resulted in double Medicare Premiums being taken from Soc.Sec. for the twelve months of 2009 (Approx.. Add. \$95.00) *per month*

I feel that I am in this position due to the obstacles that Ted Hogan has encountered in his efforts on behalf of land owners and tribal members of the Crow Reservation. I have seen his work, visited the reservation and observed meetings in his office in Hardin, meet with developers and an attorney in Casper, Wy., seen the original master plan and other documents relative to subsequent negotiations.

Prior to the Federal trial in January 2007 I was visited by U. S. Treasury Agents six (6) times; the first three they were seeking statements and documention of my loans to Ted and the last three times was to serve supenas for the trial (to testify for the Prosecution against my wishes). The jury trial was not allowed to know that Ted had already repaid the monies which were a basis for this trial. This trial resulted in an INNOCENT VERDICT.

Every time a project contract seemed eminent some obstacle would prevent its conclusion, something due to government regulations, BIA ruling, newspaper publicity causing the developers to back away.

What was the final straw was when the "sting" operation was executed in New Mexico May 19, 2010 and Ted's subsequent incarceration. Ted was so "pumped" before this meeting, with the prospect of repaying his investors and helping his tribal brothers.

*Ronald Kilauea*

*1-27-2010*



EX 2

### Notice of Lender Status

From Undersigned Lender, affected party-in-interest,  
One of the people living under Amendment IX,  
Part of the U.S. Constitution concluded in 1791,  
Ratified and signed by the Congress and President.

To all persons public and private;

With respect to considerable private loan

I loaned to Ted Hogan; granting full discretionary authority to use the loan proceeds personally or otherwise to assist his ability to pay back the loan amount to me with interest in a timely manner.

I witness Ted Hogan has my full trust and that he is proceeding diligently; exactly as he said he would in all matters with respect to my loan to him.

My only issue is that Agents of New Mexico and Arizona have fabricated false charges against him that have significantly interfered with his ability to pay back his loan with me. I witness their unlawful acts as unacceptable and with respect; ask this action be stopped immediately.

It appears that the States of New Mexico and Arizona wishes to become the responsible party in repayment of Ted's Loan to me whereby treble damages shall apply because my private property, "the lawful use of my money under contract", was taken from me out of my county without my consent by State-agency-agents acting outside their limited-delegated authority.

In fact some States may apply this action by State-agency-agents in several ways: felony fraud, Crimes against Executive Authority, Oppression under Color of Office, Crimes against Public Justice, Legal Terrorism, unlawful Acts of Terrorism, obstruction of lawful contract, restraint of trade and a willful pattern of racketeering by persons impersonating "lawful actors" acting in a lawful manner in the "name of the law" and other U.S. Title 28 violations all subject to and sufficient to liability under Title 42 actions. See the attached Exhibit A.

Other states refer to this as "impersonating an officer" while conducting unlawful activity.

Witnessed and Signed under Witness Protection by Harold F. Wagner

STATE OF California COUNTY OF San Diego

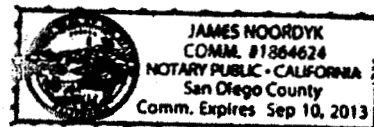
This Instrument was acknowledged before me

on 7-25-10 By Harold F. Wagner

My Commission Expires: 9/10/13

Notary Signature

James Noordyk



E v 3

**To Whom it May Concern;**

After meeting Ted Hogan, and hearing his dreams, his desires of bringing economic prosperity to his impoverished, proud people, people of the Crow Nation, by interesting a multitude of businesses to develop the unlimited natural resources present on the individually owned lands of Indians on the reservation, we loaned him the financial backing to pursue these endeavors.

At meetings with Ted we were presented with hard copy reports of viable companies he was negotiating with for oil, natural gas, wind generation, organic farming, and proposals of contracts to offer valid benefits and real money for the people he represented.

We supported his efforts with the loans given in the belief and trust that his efforts were to rectify some of the long standing injustices our government has either been guilty of committing or guilty of allowing to exist for many of the Native American Tribes.

Many people of the Crow Nation are living in abject poverty, which is a shame all to few Americans of good will are aware of or have any current knowledge of, as little or nothing of these conditions ever are reported by the media. Learning of these circumstances gave us the opportunity to contribute as our act of conscience, and to lend our support to a cause we believe in.

It is our understanding, for reasons beyond logic, certain individuals of the Office of the Inspector General of the Department of the Interior and the Bureau of Indian Affairs of Montana, have made every effort to prevent any and all businesses that would develop the natural resources belonging to individual Indians, and thereby, would bring economic independence to a whole Nation of Native Americans.

We have received reports, communications, emails to substantiate the continued efforts Ted has made to bring interested companies to the table to negotiate preliminary requirements to eventuate in contracts for the benefit of the Indians and those of us who have supported his ongoing commitment of fulfilling his promise to his people. We understand all to many of the companies who have shown expressed interests in business pursuits, who entered into negotiations, walk away because of the actions by agents of the U.S. Government and State Agencies.

We have also been made aware of the endless legal troubles all of these efforts have cost him in legal fees, prison time, and the continued prosecutions and persecutions which are ongoing and current to this date.

It is further understood by the undersigned that in the efforts these agencies have sought in legally pursuing Ted, they have violated all of his rights, both Civil and Constitutional.

This is our statement of our ongoing trust and support of Ted Hogan.

Signature Hendrick W. Waples Date 23 January 2010

Signature Debra R. Niepore Date 23 Jan. 2010

2750 Redwood St. #191

San Diego, Ca. 92111

E x 4

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Signature

*G.M.P. by Peter B. [unclear]  
Boris Church, Port J. [unclear], Sr.*

Date

*1-27-10*

Signature

*Carol Cole*

Date

*1-27-10*

E r 5

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Other states refer to this as "impersonating an officer" while conducting unlawful activity.

Witnessed and Signed under Witness Protection by [Signature]

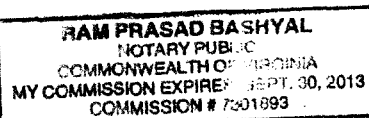
STATE OF VA COUNTY OF Fairfax

This Instrument was acknowledged before me

on 18 Feb 2013 By William Christos Roulidis

My Commission Expires: Sep 30<sup>th</sup> 2013

Notary Signature [Signature]



E T C

To Whom it May Concern;

After meeting Ted Hogan, and hearing his dreams, his desires of bringing economic prosperity to his impoverished, proud people, people of the Crow Nation, by interesting a multitude of businesses to develop the unlimited natural resources present on the individually owned lands of Indians on the reservation, we loaned him the financial backing to pursue these endeavors.

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Signature \_\_\_\_\_

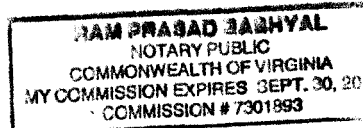
Date \_\_\_\_\_

2/18/10

*This statement was acknowledged before me on 18 Feb. 2010 By William C Roolidis*

Signature \_\_\_\_\_

Date \_\_\_\_\_



Ex 7

DAVID R. LAWRENZ, M.D.  
DALE A. MATTHEWS, M.D.  
KAREN R. MYERS, M.D.  
ALICE L. FUISZ, M.D.  
Z. CHRIS, M.D.  
LINDA G. SPOONER, J.D., M.D.

1140 NINETEENTH STREET, N.W.  
SUITE 500  
WASHINGTON, D.C. 20036-3781  
(202) 728-9630  
FAX (202) 296-0528

CONSULTATION  
BY  
APPOINTMENT

February 19, 2010

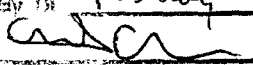
To Whom It May Concern:

I hereby certify that I was the lender who transferred \$62,000 from my personal bank account in Washington, D.C. to Ted Hogan's Way of the Ancients bank account in Sedona, Arizona in April of 2004. This \$62,000 was secured by me as a margin loan from my personal bank account, and I lost the funds when those securities were later sold by me to pay for this debt. Copies of the money transfers are attached to this letter.

Sincerely,



Z Chris, M.D.

District of Columbia: SS  
Subscribed and Sworn to before me  
this 19<sup>th</sup> day of February 2010  
  
\_\_\_\_\_  
Notary Public  
My commission expires October 31, 2011

# Transfer Request

Preparer's Signature

Authorized Signature

## Account Status

Sufficient (Audio Checked)  
Not Sufficient (NSF)

NSF Only

NSF Source of Funds

Credit Approver Name (Please Print)

Date

Time of Call

NOT-SUFFICIENT

EX 8

Callback Required (Yes or No)

Initiator's Signature

334042

Customer Accepting Call Back/Phone Number

Verifier's Signature

NO

## Funds Transfer

WACHOVIA BANK, N.A.

Current Date

Control Number

04/16/04

Domestic or International

Non-Repetitive or Repetitive

Line Number

Amt Verify Cd

Verify I.D.

Type (Fed, Book, Other)

DOMESTIC

NON-REPETITIVE

0

FED

Branch or Department

Request Type (Fax, Phone, Walk)

Caller

WALK-IN

CHRIS

Description 2 (GL)

Executive Date

Domestic Transfer Amount

Type Currency

04/16/04

Foreign Amount

\$

15,000.00

Contract Number / Provided By

U.S. Dollar Amount

Int'l Transfer Amount

\$

Originator

Name

MARIA E HALLAS AND

Org

Account Number

Address

PO BOX 33644

5

City

WASHINGTON DC

Zip

Country

200330644

Receiving Bank

Name

MARSHALL & ISLE BANK

R/T Number

Address

City

SEDONA

State

AZ 86339

Zip

Country

Advice

(No Phone Advice Required, Credit and Phone Advice, Notify and Pay, Pay Upon Proper I.D.)

NONE

Beneficiary Payment Information

Name

WAY OF THE ANCIENTS

Org

Account Number

Address

City

SEDONA AZ

State

Zip

Country

Other Payment Information

Fee Method (Waive/Charge)

CHARGE

## Customer Contract

All of the above information is complete, correct and provided to Wachovia Bank, N.A. for the purpose of instructing Wachovia Bank, N.A. to transmit a funds transfer. Wachovia Bank, N.A.'s acceptance and execution of the funds transfer is subject to the terms and conditions on the reverse side of this form. My signature below indicates that I have received a completed copy of this Funds Transfer Request.

Customer Signature

Date

0000 562283 (25/pkg)

CUSTOMER COPY

Transfer  
Request

Preparer's Signature

Authorized Signature

Callback  
Required  
(Yes or No)

Initiator's Signature

339578

NO

Customer Accepting Call Back/Phone Number

Verifier's Signature

## Account Status

Sufficient (Audio Checked)

Not Sufficient (NSF)

SUFFICIENT

NSF Only

NSF Source of Funds

Credit Approver Name (Please Print)

Date

Time of Call

## Funds Transfer

WACHOVIA BANK, N.A.

Current Date

04/21/04

Control Number

100290

Domestic or International

DOMESTIC

Non-Repetitive or Repetitive

NON-REPETITIVE

Line Number

Amt Verify Cd

0

Verify I.D.

Type (Fed, Book, Other)

FED

Caller

Branch or Department

Request Type (Fax, Phone, Walk-In)

WALK-IN

Description 2 (GL)

Executive Date

04/21/04

Domestic Transfer Amount

47,000.00

Type Currency

Value Date

Foreign Amount

\$

Exchange Rate

Contract Number / Provided By

U.S. Dollar Amount

Int'l Transfer Amount

\$

\$

Originator

Name

MARIA E HALLAS AND

Org

5

Account Number

Address

10703 KINGS RIDING WAY

APT T-1

City

ROCKVILLE MD

State

Zip

Country

20852

KNOWN

Receiving Bank

Name

MARSHALL &amp; ISLE BANK

R/T Number

Address

City

SEDONA

State

AZ 86339

Zip

Country

Advice

(No Phone Advice Required, Credit and Phone Advice, Notify and Pay, Pay Upon Proper I.D.)

NONE

Beneficiary Payment  
Information

Name

WAY OF THE ANCIENTS

Org

Account Number

Address

City

SEDONA AZ

State

Zip

Country

Other Payment Information

## Fee Method

(Waiver/Charge)

CHARGE

## Customer Contract

All of the above information is complete, correct and provided to Wachovia Bank, N.A. for the purpose of instructing Wachovia Bank, N.A. to transmit a funds transfer. Wachovia Bank, N.A.'s acceptance and execution of the funds transfer is subject to the terms and conditions on the reverse side of this form. Wachovia Bank, N.A. has received a complete and correct copy of the funds transfer request.

DUPLICATE COPY



EX-9

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BILLINGS DIVISION

FILED  
BILLINGS, MT

2007 JAN 12 AM 11 38

PATRICK E. JOY... CLERK

BY P. Cluff  
DEPUTY CLERK

UNITED STATES OF AMERICA,

Plaintiff,

vs.

THEODORE JON HOGAN,

Defendant.

CR 06-49

VERDICT FORM

FALSE DOCUMENT OR WRITING  
(18 U.S.C. § 1001(a)(3))

Please return a verdict by placing an "X" or "✓" in the space provided.

COUNT I

False Document or Writing  
(18 U.S.C. § 1001(a)(3))

We, the jury in the above entitled and numbered case, as to the crime of making  
a false document or writing as charged in the indictment, find Theodore Jon Hogan:

X NOT GUILTY \_\_\_\_\_ GUILTY

COUNT II

False Document or Writing  
(18 U.S.C. § 1001(a)(3))

We, the jury in the above entitled and numbered case, as to the crime of making  
a false document or writing as charged in the indictment, find Theodore Jon Hogan:

X NOT GUILTY \_\_\_\_\_ GUILTY

EX-9

**COUNT III**  
**False Document or Writing**  
**(18 U.S.C. § 1001(a)(3))**

We, the jury in the above entitled and numbered case, as to the crime of making  
a false document or writing as charged in the indictment, find Theodore Jon Hogan:

X NOT GUILTY        GUILTY

Date

For person